

**REQUEST FOR APPLICATIONS**  
**Virginia Department of Social Services**

*Development of a Predictive Behavioral Model*

**RFA # G CSE-04-02**

Purpose:

The Virginia Department of Social Services, Division of Child Support Enforcement (DCSE), is seeking competitive applications to fund one (1) sub-grantee on a federal grant received from the Office of Child Support Enforcement. The project is designed to explore and develop strategies and resources that help low-income non-custodial parents who either are likely to accumulate or currently owe child support arrearages. The role of the sub-grantee is to help design, then prepare, validate, and implement a predictive behavioral model to be used by child support Specialists to identify and classify the risk of low-income non-custodial parents falling into arrearages. The predictive behavioral model must be practical; that is, it must be useful to Establishment and Enforcement Specialists at Intake and during enforcement such that it enables these Specialists to differentiate levels of non-custodial parents (e.g., low, medium, high) at risk of falling into arrearages.

Grant Period and Funding:

The period of the federal grant is October 1, 2003 through September 30, 2006. The sub-grant will operate within this three-year period on a schedule proposed by the successful sub-grantee and mutually agreed to by key members of the research team (i.e., Project Director, Technical Consultant, and Evaluation Consultant). Applicants shall propose a competitive, market-based price for services that address the requested Scope of Services (Section III in separate attachment, *Project Abstract, Background, and Scope of Services: Development of a Predictive Model.*)

How and When to Apply:

Applicants must submit by mail one original and three copies of the Predictive Model Sub-Grant Application. Applications must be received by the Virginia Department of Social Services, Division of Child Support Enforcement, 7 North 8<sup>th</sup> Street, 1<sup>st</sup> Floor, Richmond, VA 23219, ATTN: T. Areson, no later than 2:00 p.m., Monday, December 15, 2003. On-line and faxed applications, as well as applications received after the deadline, will not be considered.

In written narrative no more than 10 pages, applicants must address the following:

- (1) Suggested approach to and rationale for the predictive behavioral model to be developed for Virginia Child Support Specialists,
- (2) Firm's experience in and capacity (e.g., staff, time, hardware/software, data storage) for developing similar predictive models to improve organizational and program performance,

- (3) Capability of principal staff proposed for this sub-grant, highlighting directly related experience as well as their capacity and availability to work with other research team members (e.g., CSE Technical Consultant, CSE Specialists, Project Director) to secure the data necessary to develop and refine the model proposed.
- (4) Vendors (with contact person for each) for whom the applicant has prepared similar predictive models for organizational or program improvement, and
- (5) Proposed budget, identifying total price and delineating Salaries (and Benefits), Travel, Other Costs (*please identify*). Include a budget narrative that explains clearly and justifies the expenses incorporated.

#### Process of Review and Award Criteria:

Applications will be reviewed by a panel of individuals with demonstrated expertise in child support enforcement and include members of the project research team. The panel may arrange interviews with selected applicants to explore relevant substantive, methodological, and procedural issues.

#### *Award Criteria:*

- |                  |   |
|------------------|---|
| <b>30 Points</b> | 1. <u>Model</u> : Suggested design of and rationale for predictive behavioral model; to include clarity, feasibility, and utility of proposed model to CSE Specialists.   |
| <b>25 Points</b> | 2. <u>Firm's Experience and Capacity</u> : Experience and capacity of firm in designing and implementing similar models to improve program and organizational performance. Reference checks.                      |
| <b>25 Points</b> | 3. <u>Capability of Proposed Principal Staff</u> : Demonstrated capability of proposed principal staff in designing and implementing similar predictive models to improve program and organizational performance. |
| <b>20 Points</b> | 4. <u>Price</u> : Justification for and economy of proposed expenses.   |

#### Selection of Sub-Grantee and Award:

Selection among the proposals submitted shall be made of the applicant deemed to be fully qualified and best suited, based on the award criteria included in this Request for Applications. Negotiations may be conducted with prospective qualified applicants.

The Commonwealth may cancel this Request for Applications or reject proposals at any time prior to an award. The Commonwealth is not required to furnish a statement of the reasons why a particular proposal was deemed not to be the most advantageous. Should the Commonwealth determine in writing, in its sole discretion, that only one applicant is fully qualified or that one applicant is clearly more highly qualified than the others under consideration, a sub-grant may be negotiated and awarded to that applicant. The sub-grant award document will incorporate, by reference, all the requirements, terms and conditions of the Request for Applications and of the federal grant received by the Department of Social Services, Division of Child Support Enforcement, from the Office of Child Support Enforcement.

Additional Information:

Copies of this Request for Applications may be downloaded from the Virginia DSS web site: [www.dss.state.va.us/index.html](http://www.dss.state.va.us/index.html) by clicking on “Forms & Applications” at the top of the page. That takes you to a page with “Related Links” at the upper left. Under “Related Links,” click on “Grant Opportunities” to go to the RFA announcement. The notice of sub-grantee award will be published on this web site, also.

If you have questions regarding this application, please contact:

Todd W. Areson, Ph.D.  
Manager, DCSE Research & Contract Administration  
[todd.areson@dss.virginia.gov](mailto:todd.areson@dss.virginia.gov).

Required Forms:        (*on pages 4-8, 13*)

General Grant Conditions and Assurances:        (*pages 9-15, attached*)

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# Grant Application Cover Sheet

Department of Social Services, 7 North Eighth Street, Richmond, Virginia 23219

Request for Application Number #G CSE-04-02

<b>Grant Program:</b>	Sub-grant to DCSE federal grant to help low-income, non-custodial parents		
<b>Applicant:</b>			
<b>Address:</b>			
<b>Applicant Federal ID Number:</b>			
<b>Jurisdiction(s) Served:</b>			
<b>Program Title:</b>			
<b>Grant Period:</b>			
<b>Type of Application:</b>	<input type="checkbox"/> New <input type="checkbox"/> Continuation of Grant Number: _____ <input type="checkbox"/> Revision of Grant Number: _____		
<b>Name:</b>			
<b>Title:</b>			
<b>Address:</b>			
<b>Phone:</b>			
<b>Fax:</b>			
<b>E-mail:</b>			
<b>Signature of Project Administrator/Director:</b>			
<b>VDSS Funds</b>	<b>Match, if required</b>		<b>Grand Total</b>
\$	\$ N/A		\$

# GRANT APPLICATION COVER SHEET: INSTRUCTIONS

Department of Social Services  
7 North Eighth Street  
Richmond, Virginia 23219

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Grant Program – List the grant program for which you are applying.

Applicant - Use this space to provide the name of your organization.

Applicant FIN – Use this space to provide applicant's federal Taxpayer Identification number.

Jurisdiction(s) Served - Indicate "statewide."

Program Title - List the specific title of the grant program category, if any, under which you are requesting funds; for example "Multidisciplinary Partnerships."

Grant Period - Provide the proposed sub-grant period (i.e., Jan. 1, 2004 – Sept. 30, 2006)

Type of Application – New, Continuation or revised application

Project Director, Project Administrator, and Finance Officer

**Project Director** - The person who will have day-to-day responsibility for managing the project.

**Project Administrator** - The person who has authority to formally commit the not-for-profit organization, locality or state agency to complying with all the terms of the grant application including the provision of the required cash match. This **must** be the chief executive officer of the applicant organization, the highest elected officer of the locality, or, in the case of a state agency, the agency head. If someone other than one of these officials has been delegated the authority to sign, and signs the grant application, provide a copy of the letter, memorandum or other document by which the signing authority was delegated.

**Finance Officer** - The person who will be responsible for fiscal management of funds.

**It is extremely important that you provide Fax as well as telephone numbers for each person. If possible, please provide an e-mail address, also.**

Project Budget Summary – Total amount requested from DSS/DCSE (from "Budget Summary").

## BUDGET SUMMARY – DSS/DCSE FUNDS

GRANT PERIOD: From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_ GRANTEE NAME: \_\_\_\_\_

BUDGET CATEGORY	JUSTIFICATION (How costs were determined)	DSS/DCSE REQUEST	TOTAL MATCH AMOUNT <i>-- NOT APPLICABLE</i>
SALARIES			
EMPL. BENEFITS			
POSTAGE			
RENT & UTILITIES			
EQUIPMENT			
PRINTING			
CONSUMABLE SUPPLIES			
TRAVEL			
OTHER (Specify)			
OTHER (Specify)			
OTHER (Specify)			
OTHER (Specify)			
<b>TOTAL REQUESTED FROM DSS/DCSE</b>			<b>\$ 0.00</b>

## ITEMIZED BUDGET - SALARIES AND EMPLOYEE BENEFITS

FROM \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_ GRANTEE NAME: \_\_\_\_\_

<b>SALARIES</b>	<b>HOURS PER WEEK</b>	<b>% OF TIME ON PROJECT</b>	<b>ANNUAL SALARY</b>	<b>AMOUNT REQUESTED FROM DSS/DCSE</b>
<b>STAFF POSITION</b>				
1.				
2.				
3.				
4.				
5.				
<b>TOTAL SALARIES REQUESTED FROM DSS/DCSE</b>	-----	-----	-----	

### EMPLOYEE BENEFITS

<b>TYPE OF BENEFIT</b>	<b>STAFF POSITION (position #, above)</b>	<b>% or RATE</b>	<b>ANNUAL COST</b>	<b>AMOUNT REQUESTED FROM DSS/DCSE</b>
FICA				
PENSION/RETIREMENT				
HEALTH INSURANCE				
WORKER'S COMPENSATION				
UNEMPLOYMENT				
OTHER (Specify)				
<b>TOTAL EMPLOYEE BENEFITS REQUESTED FROM DSS/DCSE</b>				

## **W-9 Request for Taxpayer Identification Number(s) and Certificate**

*(attached separately in PDF format)*



## **GENERAL GRANT CONDITIONS AND ASSURANCES**

The applicant, for federal funds administered by DSS, gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant will comply with all applicable provisions of the funding source and the Department of Social Services (DSS) Program Guidelines and Application Procedure Manual for Grants and the applicable Active Program Guide for Applicants.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Department of Social Services shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
3. **CHANGES TO THE AGREEMENT:** Changes can be made to the grant agreement. The parties may agree in writing to modify the scope of services. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the grant agreement.
4. **DEFAULT AND/OR CANCELLATION OF GRANT:** In the case of failure to deliver services in accordance with the terms and conditions, DSS, after due oral and written notice, may obtain them from other sources. The purchasing agency reserves the right to cancel and terminate any resulting grant, in part or in whole, without penalty, upon thirty (30) days written notice to the grantee. In the event the initial grant period is for more than 12 months, the resulting grant shall be terminated by either party, without penalty, after the initial 12 months of the grant period upon thirty (30) days written notice to the other party. Any grant cancellation notice shall not relieve the grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
5. **INSPECTION AND AUDIT:** The applicant agrees to retain all books, records, and other documents relative to this grant for five (5) years after final payment, or until audited by the Commonwealth of Virginia. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Grantee who expends \$300,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to DSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

6. **ANTI-DISCRIMINATION:** The applicant certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this grant, the applicant agrees as follows:
  - a. The applicant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the applicant. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The applicant, in all solicitations or advertisements for employees placed by or on behalf of the applicant, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The applicant will include the provision of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to DSS.
7. ETHICS IN PUBLIC GRANTS ADMINISTRATION: By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the applicants certify that they do not and will not during the performance of this grant employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
9. QUALIFICATIONS OF APPLICANTS: DSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the work and the applicant shall furnish DSS all such information and data as may be requested for this purpose. DSS reserves the right to inspect applicant's capabilities. DSS further reserves the right to reject any application if the evidence submitted by, or investigations of, such applicant fails to satisfy DSS that such applicant is properly qualified to carry out the obligations of the sub grant and to complete the work contemplated therein.
10. NONDISCRIMINATION OF APPLICANTS: An applicant shall not be discriminated against in the solicitation or award of this grant because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this grant is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided to this grant objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
11. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of DSS. In the event that the grantee desires to subcontract some part of the work specified herein, the grantee shall furnish DSS the names, qualifications and experience of the proposed subcontractors. The grantee shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the grant award.
12. EQUIPMENT: Total requests for equipment costs in excess of \$5000 are not allowed. Equipment purchased under the terms of this grant shall be limited to equipment indicated in the attached budget. Equipment purchased under this grant shall be retained by the Applicant during the period of performance of the grant. Ownership of equipment purchased under this grant may revert to DSS at the end of the grant period when ownership is requested by DSS in writing. No depreciation or use charges on equipment purchased under this grant shall be claimed on this or any future grant with DSS or any of its agents.
13. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
14. RENEWAL OF GRANT: This grant may be renewed by DSS upon written agreement of both parties not to exceed 1 successive one-year period, under the terms of the current grant, and at a reasonable time (approximately 60 days) prior to the expiration.

15. APPLICANT PERFORMANCE: The purchasing agency may monitor and evaluate the applicant's performance under the grant through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the applicant's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this grant shall be a primary consideration for extension of this grant and may be a consideration in future grant awards and negotiations.
16. CONFIDENTIALITY OF RESEARCH INFORMATION: Research information identifiable to an individual, which was obtained through a project funded wholly or in part with DSS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
17. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for DSS pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this grant shall be the exclusive property of DSS and all such materials shall be remitted to DSS upon completion, termination or cancellation of this grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this grant without the prior written consent of the purchasing agency.
  - Any materials produced under this grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

“This project was supported by a Department of Social Services, Division of Child Support Enforcement Grant (# 90FD0082), entitled “Customer-Centered Services for Low-Income Non-Custodial Parents,” with funds made available to Virginia through the Office of Child Support Enforcement, U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of DSS or the U.S. Department of Health and Human Services.”
  - The applicant also agrees that one copy of any such publication will be submitted to DSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. DSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.
18. INFORMATION SYSTEMS: The applicant agrees:
- That all computer programs (software) developed with funds provided by this grant will be made available to DSS for transfer to authorized users in the service community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
  - To provide a complete copy of the computer programs and documentation, upon request, to DSS. The documentation will include but not be limited to system description, operating instruction, program

maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

- That whenever possible all application programs will be written in standardized programming languages (i.e., ANSI, Cobol, FORTRAN, Basic, etc.) for use on general operating systems (e.g., DOS, CP/M, UNIX, etc.) that can be utilized on at least three different manufacturers computers of similar size and configuration.
- To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Department of Social Services should be contacted to determine availability of software prior to any development effort.

19. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

- A statement of grant award/acceptance will be signed between the Virginia Department of Social Services and the administrator of the applying agency/firm upon granting of an award. Upon approval of the grant award, the grantee will be reimbursed for expenses according to the terms of the grant award. The applicant agency/firm must be prepared to pay expenses as they are incurred and, then, submit expenditure statements/request for funds for reimbursement to the Department of Social Services, on the award basis agreed. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
- Payments will be made via direct deposit (electronic data interchange – EDI). Upon award, grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at [www.doa.state.va.us](http://www.doa.state.va.us).
- The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

20. COMPENSATION: to the grantee for delivered services shall be as follows:

- The sub-grant shall be performance-based and paid according to the terms agreed upon at the time of award.
- Actual expenditures shall be invoiced pursuant to approved line-item budget categories.
- No amendments to the approved budget may be made without the prior written approval of the Department of Social Services, Division of Child Support Enforcement. Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative.
- All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- Payments will be made via direct deposit (electronic data interchange, EDI). Grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.
- If the grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. All services provided by the grantee pursuant to this grant shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The grantee shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

- The grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.
21. Applicants will also give assurances and comply with the requirements in the attached three (3) documents (see pp. 14-15) that are part of the approved grant (# 90FD0082) between the federal Office of Child Support Enforcement and the Virginia Department of Social Services, Division of Child Support Enforcement and were signed by DSS Commissioner Maurice A. Jones (copies on file):
- Standard Form 424B, Assurances, Non-Construction Programs
  - Certification Regarding Maintenance of Effort
  - Certification Regarding Lobbying.

**CERTIFICATION**

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that, as the applicant, we will comply with the General Grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

\_\_\_\_\_  
Authorized Official  
(Applicant/Firm)

\_\_\_\_\_  
Date

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## STANDARD FORM 424B, ASSURANCES, NON-CONSTRUCTION PROGRAMS

(attached separately in PDF format)

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### CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the \_\_\_\_\_  
\_\_\_\_\_ Program by \_\_\_\_\_ (Applicant  
Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Title

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Organization

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